

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Interpreters Incorporated		01/29/2013	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3415824	FLUENT LANGUAGE SOLUTIONS	
Registration Number:	3415825	FLUENT LANGUAGE SOLUTIONS	
Registration Number:	3249411	MUSIC IS THE UNIVERSAL LANGUAGE. WE TRANSLATE ALL THE OTHERS.	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	529263-10		
NAME OF SUBMITTER:	Jean Paterson		

Signature:	/jep/
Date:	02/12/2013
Total Attachments: 6 source=2-12-13 Pacific 2-TM#page1.tif source=2-12-13 Pacific 2-TM#page2.tif source=2-12-13 Pacific 2-TM#page3.tif source=2-12-13 Pacific 2-TM#page4.tif source=2-12-13 Pacific 2-TM#page5.tif source=2-12-13 Pacific 2-TM#page6.tif	

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Pacific Interpreters Incorporated

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Oregon
☐ Other _____

Citizenship (see guidelines) USA-Oregon

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 29, 2013

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse AG, Cayman Islands Branch, as

Internal

Address: Administrative Agent

Street Address: Eleven Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Bank Citizenship Switzerland

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

None

B. Trademark Registration No.(s)
3,415,824; 3,415,825; & 3,249,411

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James C. McConnell, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3034

Fax Number: 866-884-9983

Email Address: cmcconnell@cahill.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

James C. McConnell

Name of Person Signing

February 11, 2013

Date

Total number of pages including cover sheet, attachments, and document:

6

Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of January 29, 2013, by Language Line, LLC ("Language Line") and Tele-Interpreters Acquisition LLC ("TIA" and together with Language Line, the "Borrowers") and each Guarantor listed on Schedule II hereto (collectively, the "Guarantors," together with the Borrowers, the "Pledgors"), in favor of Credit Suisse AG, Cayman Islands Branch, in its capacity as Administrative Agent pursuant to the Second Lien Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Second Lien Security Agreement, dated December 20, 2010 (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in accordance with Section 6.3 of the Security Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Subject to the terms of the Intercreditor Agreement, each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks owned by such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Property).

Notwithstanding the foregoing, there shall be no lien on or security interest granted or pledged by any Pledgor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office.

SECTION 3. Security Agreement. Subject to the terms of the Intercreditor Agreement, the security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Securi-

ty Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

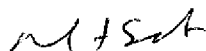
SECTION 4. Termination. Upon the full performance of the Obligations (other than any outstanding indemnification obligations), the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

[signature page follows]

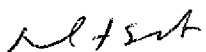
IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Language Line, LLC

By: 
Name: Michael Schmidt
Title: Chief Financial Officer and Secretary

Tele-Interpreters Acquisition LLC

By: 
Name: Michael Schmidt
Title: Chief Financial Officer and Secretary

Pacific Interpreters Incorporated

By: 
Name: Michael Schmidt
Title: Chief Financial Officer and Secretary


Accepted and Agreed:

Credit Suisse AG, Cayman Islands Branch,
as Administrative Agent

By: _____
Name:
Title:

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/ Services</i>	<i>Status</i>
FLUENT LANGUAGE SOLUTIONS	Pacific Interpreters Incorporated	3,415,824	22-Apr-2008	78/733,310	14-Oct-2005	Language translation and interpretation services	Registered
	Pacific Interpreters Incorporated	3,415,825	22-Apr-2008	78/733,334	14-Oct-2005	Language translation and interpretation services	Registered
MUSIC IS THE UNIVERSAL LANGUAGE . WE TRANSLATE ALL THE OTHERS.	Pacific Interpreters Incorporated	3,249,411	05-Jun-2007	78/940,282	28-Jul-2006	Language translation and interpretation services	Registered

Trademark Applications:

None.

SCHEDULE II
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
ORIGINAL GUARANTORS

NAME	ADDRESS
Pacific Interpreters Incorporated	One Lower Ragsdale Drive Building Two Monterey, CA 93940
Pacific Call Center Services LLC	One Lower Ragsdale Drive Building Two Monterey, CA 93940